

**SPECTRA COMMUNICATIONS
GROUP, LLC, D/B/A CENTURYTEL**

V.

Respondent.

CASE NO. IC-2008-0127

Pursuant to 4 C.S.R. 240-2.080(15), Spectra Communications Group, LLC, d/b/a CenturyTel ("Spectra") files this Answer to Socket's Counterclaim, and respectfully shows the Commission the following:

1. Spectra admits the averments in paragraph 1 of the Counterclaim.
2. Spectra admits the averments in paragraph 2 of the Counterclaim.
3. Spectra admits the averments in paragraph 3 of the Counterclaim.
4. Spectra admits the averments in paragraph 4 of the Counterclaim.
5. Spectra admits the averments in paragraph 5 of the Counterclaim.
6. Spectra admits the averments in paragraph 6 of the Counterclaim.
7. Spectra admits the averments in paragraph 7 of the Counterclaim.
8. Spectra denies that the Interconnection Agreement provides that the parties will

pay each other reciprocal compensation for the mutual exchange of “Local Traffic” as that term is defined by the agreement. Spectra admits that local “ISP Traffic” may be a component of

"Local Traffic" to the extent it satisfies the definition of "Local Traffic" incorporated into the Interconnection Agreement. Spectra admits that the Interconnection Agreement defines "VNXX Traffic" and that the agreement expressly provides that such traffic shall be exchanged on a "bill and keep" basis. Except for certain typographical errors, Spectra admits that Socket has generally quoted and cited correctly the definitions of "Local Traffic," "Section 251(b)(5) Traffic," "ISP Traffic," "VNXX Traffic," and "Bill and Keep" found in the Interconnection Agreement.

9(a). Spectra admits that the Interconnection Agreement provides that MCA Traffic will be exchanged on a bill-and-keep basis consistent with prior Commission decisions.

9(b). Spectra admits that the Interconnection Agreement provides that VNXX Traffic will be exchanged on a bill-and-keep basis.

9(c). Spectra denies the averments in paragraph 9(c) of the Counterclaim, inclusive of associated footnote 5.

9(d). Spectra denies the averments in paragraph 9(d) of the Counterclaim.

9(e). Spectra admits that Article III, Section 10.2 addresses the reporting of a Percentage of Local Usage ("PLU"). Spectra denies that Socket interprets that provision correctly and further denies that the provision is applicable to the instant dispute.

9(f). Spectra admits that Article III, Section 10.4 addresses annual audits between the parties. Spectra denies that Socket interprets that provision correctly and further denies that the provision is applicable to the instant dispute.

10. Spectra admits that, on or about September 19, 2007, Socket began submitting invoices to Spectra including charges for reciprocal compensation. Spectra admits that, since its initial invoice, Socket has submitted reciprocal compensation invoices to Spectra on a regular

and periodic basis. Spectra lacks sufficient knowledge or information to form a belief as to whether the terminating traffic for which Socket has billed Spectra reciprocal compensation actually constitutes Local Traffic under the agreement. Spectra admits that Socket claims it has provisioned loop facilities in certain exchanges where Socket has billed Spectra for terminating Local Traffic. Spectra lacks sufficient knowledge or information to form a belief as to whether Socket has actually provisioned loop facilities to serve customers in these exchanges. Spectra denies that Socket's mere provisioning of such loop facilities, if any, "mak[es] the traffic Local Traffic rather than VNXX traffic." Spectra denies the remaining averments in paragraph 10 of the Counterclaim.

11. Spectra denies the averments in paragraph 11 of the Counterclaim.

12. Spectra admits that Socket seeks a determination and order from the Commission as described in paragraph 12 of the Counterclaim. Spectra admits that there is a real, substantial, and presently-existing controversy between the parties as to whether their Interconnection Agreement applies charges for reciprocal compensation to the Local Traffic they exchange. Spectra admits that both parties have a pecuniary interest at stake, and that Socket continues to assert entitlement to additional sums for reciprocal compensation. Spectra admits that this controversy is ripe for adjudication. Spectra denies that Socket is entitled to any of the relief it requests and denies the remaining averments in paragraph 12 of the Counterclaim.

13. Spectra admits that Socket specifically seeks a determination and order as described in paragraph 13 of the Counterclaim. Spectra denies that Socket is entitled to any of the relief it requests in paragraph 13 and its prayer for relief. Spectra denies the remaining averments in paragraph 13 of the Counterclaim.

Affirmative Defenses

In further Answer to Socket's Counterclaim and as affirmative defenses, Spectra states as follows:

14. Without waiving its specific denials in any manner whatsoever, Spectra pleads, in the alternative, that the parties' Interconnection Agreement is ambiguous with respect to the compensation arrangement applicable to the parties' exchange of Section 251(b)(5) Traffic and ISP Traffic (or Local Traffic), and that extrinsic evidence demonstrates the parties' intent to apply bill-and-keep to such traffic.

15. Socket is collaterally and judicially estopped from obtaining its requested declaration for relief by virtue of statements and representations it made to Spectra and the Commission in Docket No. TO-2006-0299, and positions it took in that prior proceeding.

DATED: November 9, 2007.

Respectfully submitted,

FISCHER & DORITY, P.C.

/s/ **Larry W. DORITY**

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**ATTORNEYS FOR SPECTRA
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D/B/A CENTURYTEL**

CERTIFICATE OF SERVICE

I hereby certify that the undersigned has caused a complete copy of the attached document to be electronically filed and served on the Commission's Office of General Counsel (at gencounsel@psc.mo.gov), the Office of the Public Counsel (at opcservice@ded.mo.gov), Socket Telecom, LLC (at rmkohly@sockettelecom.com) and counsel for Socket Telecom, LLC (at clumley@lawfirmemail.com; lcurtis@lawfirmemail.com) on this 9th day of November, 2007.

/s/ Larry W. Dority

Larry Dority